

## **AgroFood bvba - General Terms of Sale.**

1. - In order to commit our firm every order must be confirmed in our office.
2. - We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay.
3. - A delay in the delivery may not in any case lead to a cancellation of the order.
4. - The goods are dispatched at the own risks of the consignee.
5. - In order to be valid any complaint must be made in writing to our firm, at the latest within the 4 days which follow the receipt of the goods.
6. - All the invoices are to be paid in Lokeren (Belgium).
7. - Our agents or representatives do not have authority to collect the amount of the invoice except explicit stipulation.
8. - The risk of change is chargeable to the buyer.
9. - In the absence of any express written provision to the contrary, all invoices are payable within 10 days after invoice date.
10. - Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 2 % above the Belgian legal interest rate, with a minimum interest rate of 12 %.
11. - We reserve the right to increase by 10 % the amount of any invoice unpaid on the due date. The minimum amount of any such increase shall be the lump sum of 50 EUR.
12. - Should an invoice remain unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original date of maturity.
13. - Should the buyer fail to honour his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.
14. - If in our opinion there is a deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfilment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order. Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice our other rights for damages and interests.
15. - Until payment in full to us for the goods the goods shall remain our property.

Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourself the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods.

The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by us, allow us to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by us a result of such proceedings (including sums accepted by us in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us in the course of such proceedings. Any balance remaining shall be paid to the buyer.

Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means we may have of identifying the goods.

16. - The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.
17. - Disputes arising out of this contract shall be referred to the Courts of Dendermonde or, at our discretion, to the Courts having jurisdiction at the buyer's domicile.

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